

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____	}	
Plaintiff,	}	
	}	
vs.	}	SUMMONS
	}	
	}	Civil No. _____
_____	}	
Defendant.	}	

The State of North Dakota to the above-named defendant:

You are hereby summoned and required to appear and defend against the complaint in this action, which (is herewith served upon you) (will be filed with the Clerk of this Court), by serving upon the undersigned an answer or other proper response within twenty one (21) days after the service of the summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

NOTICE OF TEMPORARY RESTRAINING PROVISIONS

Under Rule 8.4 of the North Dakota Rules of Court, upon service of the summons, you, and your spouse, are bound by the restraints following:

- (1) Neither spouse shall dispose of, sell, encumber, or otherwise dissipate any of the parties' assets except:
 - a. For the necessities of life or the necessary generation of income or preservation of assets; or
 - b. For retaining counsel to carry on or to contest the proceeding;

If a spouse disposes of, sells, encumbers, or otherwise dissipates assets during the interim period, that spouse shall provide to the other spouse an accounting within 30 days.

- (2) Neither spouse shall harass the other spouse.
- (3) All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.
- (4) Neither spouse shall remove their minor child(ren) from North Dakota without the written consent of the other spouse or order of the court except for temporary periods.

**IF EITHER SPOUSE VIOLATES ANY OF THESE PROVISIONS, THAT SPOUSE
MAY BE IN CONTEMPT OF COURT.**

Dated _____, 20_____.

Clerk of Court

My Signature

Printed Name

Street Address

City/State/Zip

Telephone Number

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____	}	
Plaintiff,	}	
	}	
vs.	}	COMPLAINT
	}	
	}	Civil No. _____
_____	}	
Defendant.	}	

1.

The plaintiff has been a resident of the State of North Dakota for at least the last six months.

2.

The plaintiff and defendant were married on _____ (*date*)
at _____ (*city*), _____ (*state*), and ever since have
been and now are spouses.

3.

That the parties have no minor children nor are expecting any children to be born of the marriage.

4.

The parties are owners of property, which should be divided by the Court and an equitable portion thereof, awarded to each party.

5.

The parties have accumulated a certain amount of debt throughout the marriage, which should be divided, and an equitable portion thereof assessed to each party.

6.

For some time prior to the commencement of this action, irreconcilable differences have arisen between the plaintiff and defendant. That this has destroyed the legitimate objects of the marriage and made it impossible for the plaintiff and defendant to live together as spouses.

WHEREFORE, plaintiff prays for Judgment as follows:

1. The bonds of matrimony presently existing between the plaintiff and defendant be wholly dissolved and that the parties be granted an absolute decree of divorce from each other.
2. For an equitable division of the property.
3. For an equitable distribution of the accumulated debts of the parties.
4. For such other and further relief as may be equitable and just.

Dated _____, 20_____.

My Signature

Printed Name

Street Address

City/State/Zip

Telephone Number

VERIFICATION

_____, being first duly sworn
on oath, deposes and says that I am the Plaintiff in the above-entitled action; that I have read the
Complaint for divorce and know the contents thereof and that the same is true, except as to matters
stated therein upon information and belief as to those matters I state that I believe them to be true.

Dated _____, 20____

(Plaintiff's Signature)

State of: _____

County of: _____

Signed and sworn to before me on _____, 20____ by

_____.

(Notary Public or Clerk of Court)

If Notary, by commission expires: _____

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____,	}	
Plaintiff,	}	
	}	
vs.	}	SETTLEMENT AGREEMENT
	}	
_____,	}	Civil No. _____
Defendant.	}	
	}	

Plaintiff and defendant have reached an agreement resolving all of the issues in this divorce proceeding.

Plaintiff and defendant's entire agreement is set forth in this Settlement Agreement.

The Summons and Complaint were personally served upon defendant on _____, 20____, as indicated by the Admission of Service on file herein.

Plaintiff and defendant agree to the following facts regarding this case.

AGREEMENT AS TO FACTS

1. Plaintiff's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

2. Defendant's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

3. Plaintiff and defendant were married on _____ in the City of _____, County of _____, State of _____.
4. Plaintiff lived in North Dakota for the entire six (6) months immediately before serving this Complaint for Divorce.
5. Plaintiff is a member of the armed forces: Yes ☐ No ☐.
6. Defendant is a member of the armed forces: Yes ☐ No ☐.
7. Irreconcilable differences have arisen between the parties making the continuation of the marriage impossible.
8. An Adult Abuse Protection Order or Restraining Order is in effect regarding plaintiff or defendant: Yes ☐ No ☐.

If YES, the order protects plaintiff ☐ defendant ☐. The Order was filed in _____ County on the following date _____ and the court file number is _____.

9. There are no minor or dependent children born or expected to be born of this marriage.
10. Plaintiff has the following sources of monthly income:

Source/Describe	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other	\$

11. Defendant has the following sources of monthly income:

Source/Describe	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other	\$

12. Plaintiff needs spousal support from defendant: Yes ☐ No ☐.

If YES, this is because plaintiff is _____ years of age, has been married to defendant for _____ years, has a monthly income totaling \$_____, has monthly expenses totaling \$_____, and because:

 _____.

13. Defendant needs spousal support from plaintiff: Yes ☐ No ☐.

If YES, this is because defendant is _____ years of age, has been married to plaintiff for _____ years, has a monthly income totaling \$_____, has monthly expenses totaling \$_____, and because:

 _____.

14. Plaintiff and defendant have the following outstanding debts (another sheet of paper listing other debts is attached: Yes ☐ No ☐).

Debt Owed To	Purpose of Debt	Debt Incurred By	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

15. Plaintiff and defendant own the following vehicles:

Type of Vehicle	Year/Make/Model	Name(s) on Title	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

16. Plaintiff and defendant jointly own marital property, including household goods, furniture, and furnishings, all of which property has been divided to the parties' satisfaction.

17. Plaintiff and defendant **jointly** own real property: Yes ☐ No ☐.

If YES, the street address of this property is _____,
_____,
in the City of _____, County of _____, State of _____,
and it is legally described as: _____
_____.

This real property was purchased on _____ for \$_____.
There is a mortgage or loan against the property in the amount of \$_____.
The market value of this property is \$_____.

18. Plaintiff owns real property **solely** in his or her own name: Yes ☐ No ☐.

If YES, the street address of this property is _____,
_____,
in the City of _____, County of _____, State of _____,
and it is legally described as: _____
_____.

This real property was purchased on _____ for \$_____.
There is a mortgage or loan against the property in the amount of \$_____.
The market value of this property is \$_____.

19. Defendant owns real property **solely** in his or her own name: Yes ☐ No ☐.

If YES, the street address of this property is _____,
_____,
in the City of _____, County of _____, State of _____,
and it is legally described as: _____
_____.

This real property was purchased on _____ for \$_____.
There is a mortgage or loan against the property in the amount of \$_____.
The market value of this property is \$_____.

20. Plaintiff or plaintiff's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for plaintiff: Yes ☐ No ☐.

If YES, describe the plan (**see instructions**): _____
_____.
_____.

21. Defendant or defendant's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for defendant: Yes ☐ No ☐.

If YES, describe the plan (**see instructions**): _____
_____.
_____.

22. List all of your financial or other assets not otherwise mentioned in detail and identify which party will be awarded the asset.

Asset	Location	Account or Policy (last 4 digits)	Value	Plaintiff or Defendant
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

23. Plaintiff wants to change his or her name: Yes ☐ No ☐.

If YES, the new name is _____
and plaintiff has no intent to defraud or mislead anyone by changing his/her name.

24. Defendant wants to change his or her name: Yes ☐ No ☐.

If YES, the new name is _____
and defendant has no intent to defraud or mislead anyone by changing his/her name.

THE PARTIES STIPULATE AND AGREE that the following terms and provisions may, if approved by the Court be entered as the Judgment and Decree in the above captioned case.

STIPULATED TERMS FOR JUDGMENT

1. **Divorce and Court Approval.** The plaintiff is awarded an absolute Decree of Divorce from the defendant on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code. As part of the proceedings in this matter, plaintiff will submit this Agreement to the above-entitled Court. If the divorce is not granted, the terms of this Agreement shall be of no effect. If the Court does not approve this Agreement, the parties shall be advised and shall be given the opportunity to appear and present argument, witnesses and testimony. If the Court approves this Agreement, and if the Court grants a dissolution to plaintiff herein, the terms of this Agreement shall be made a part of any Decree issued by reference, whether or not each and every portion of this Agreement is literally set forth in the Judgment and Decree.
2. ☐ a. Defendant shall pay to plaintiff the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.
- ☐ b. Plaintiff shall pay to defendant the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.
- ☐ c. Neither plaintiff nor defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.
- ☐ d. The issue of spousal support shall be reserved.

3. The vehicles shall be awarded to plaintiff and defendant as follows, and the party receiving each vehicle shall pay for all loans and insurance associated with the vehicle:

Year/Make/Model	Awarded to:

4. Plaintiff's and defendant's household goods, furniture, and furnishings have already been divided to the parties' satisfaction.

5. a. Each party shall be solely responsible his or her separately incurred debts and may not ask the other party to help pay those debts.

- b. Plaintiff's and defendant's marital debts shall be paid as follows, and each party shall hold the other harmless from any responsibility for the debts each is ordered to pay:

Debt Owed to:	To be paid by:

6. Plaintiff ☐ defendant ☐ shall be awarded sole title and interest in the **homestead** located at _____ in the City of _____, County of _____, State of _____, legally described as: _____

_____, and subject to a mortgage or loan against the property in the amount of \$_____.

☐ Does Not Apply.

7. Plaintiff ☐ defendant ☐ shall be awarded sole title and interest in the **real property** located at _____ in the City of _____, County of _____, State of _____, legally described as: _____, and subject to a mortgage or loan against the property in the amount of \$_____.

☐ Does Not Apply.

8. Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as follows:

_____.

☐ Does Not Apply.

9. Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as follows:

_____.

☐ Does Not Apply.

10. The parties shall be awarded all right, title, interest and equity in and to the following assets, financial or other asset, as follows:

Asset	Location	Account or Policy (last 4 digits)	Value	Awarded to:
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

11. Plaintiff's name shall be changed to: _____.

☐ Does Not Apply.

12. Defendant's name shall be changed to: _____.

☐ Does Not Apply.

13. **Execution of Required Documents.** Each party shall, within ten (10) days from and after the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.
14. **Finality of Settlement.** This Agreement is intended as a full, complete, final and conclusive settlement of all marital rights and all property rights between the parties.
15. **Validity of Agreement.** This Agreement shall be binding upon the parties hereto with respect to the above-entitled action, or any other action between the parties and it is agreed that the material provisions of this Agreement shall be incorporated in and made a part of any judgment or decree entered into this action.
16. **Full Disclosure and Reliance.** Each party warrants to the other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.
17. **Acknowledgment of Agreement.** The parties have read this Agreement, have given it serious thought and consideration, and understand its contents. The parties agree that this Agreement is fair, just, and equitable under the circumstances, and it has been made in aid of an orderly and just determination of the property settlement in this matter satisfactory to both parties. This Agreement is being entered into by the parties subsequent to the definite understanding between them that there can be no reconciliation.
18. **Waiver of Counsel.** The parties acknowledged that each has the right to be represented by a lawyer of his/her choice. The parties expressly waived that right and freely and voluntarily entered into the settlement agreement which became a basis for the order for judgment and judgment.

IN WITNESS WHEREOF, The parties hereto have signed this Agreement

_____, 20____.

Plaintiff

STATE OF NORTH DAKOTA)
)
COUNTY OF _____)

On _____, _____ before me personally appeared _____,
known to me to be the same person described in and who executed the within and foregoing
instrument and acknowledged to me that (he) (she) executed the same.

(SEAL)

Notary Public or Clerk of Court

STATE OF NORTH DAKOTA)
)
COUNTY OF _____)

Defendant

On _____, _____ before me personally appeared _____,
known to me to be the same person described in and who executed the within and foregoing
instrument and acknowledged to me that (he) (she) executed the same.

(SEAL)

Notary Public or Clerk of Court

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____, }
Plaintiff, }
vs. }
_____, }
Defendant. }

**CONFIDENTIAL
PROPERTY AND DEBT LISTING**

Civil No. _____

1. **Real Estate Assets:**

Description	Agreed Upon Value
	\$
	\$
	\$
	\$

Subtotal \$ _____

2. **Business/Farm Assets:**

Description	Agreed Upon Value
	\$
	\$
	\$
	\$

Subtotal \$ _____

3. **Financial Assets:**

Description	Agreed Upon Value
	\$
	\$
	\$
	\$

Subtotal \$ _____

4. **Retirement/Pensions:**

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
Subtotal	

5. **Vehicles/Watercraft:**

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
Subtotal	

6. **Household Goods/Personal Property:**

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
Subtotal	

7. **Debts:**

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
Subtotal	

8. **Summary:**

Real Estate Assets	\$
Business Farm Assets	\$
Financial Assets	\$
Retirement/Pensions	\$
Vehicles/Watercraft	\$
Household Goods/Personal Property	\$
Debts	\$
Total	\$

Dated this _____ day of _____, 20_____.

Signature of Plaintiff

Signed and sworn to before me on _____, 20_____
by _____.

(Notary Public or Clerk of Court)

If Notary, by commission expires: _____

Signature of Defendant

Signed and sworn to before me on _____, 20_____
by _____.

(Notary Public or Clerk of Court)

If Notary, by commission expires: _____

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____,	}	
Plaintiff,	}	
	}	
vs.	}	ADMISSION OF SERVICE
	}	
	}	Civil No. _____
_____,	}	
Defendant.	}	

I, _____, hereby admit receipt of a copy of the
Summons and Complaint in the above entitled action on _____, _____,
along with a copy of the Settlement Agreement.

Defendant

Subscribed and sworn to before me on _____, _____.

Notary Public or Clerk of Court
If Notary, My Commission Expires _____

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____,	}	
Plaintiff,	}	
	}	AFFIDAVIT OF PROOF FOR
vs.	}	STIPULATED JUDGMENT
	}	
	}	Civil No. _____
_____,	}	
Defendant.	}	

_____, being first duly sworn on oath,
states and alleges as follows:

1. That affiant is the plaintiff in the above-entitled action.
2. That the affiant is presently a resident of the State of North Dakota, and has in good faith been a resident of the State of North Dakota for six (6) months preceding this action.
3. That affiant and the defendant were married to each other on _____ and have since that date remained spouses.
4. That the parties have no minor children nor are expecting any children to be born of the marriage.
5. That during the course of this marriage the parties have acquired personal property, and debt.
6. That this affiant and the defendant have reached an agreement with respect to and the division of personal property, and debt. Said agreement has been filed with the Court. It is the further desire and intent of the affiant and the defendant that the terms of the Settlement Agreement be incorporated into the Court's Findings of Fact, Conclusions of Law, and Order for Judgment, and the Judgment entered in this action. The parties believe the agreement distributes the property and debts in a fair and equitable manner.

8. That _____ requests (his)(her) name be restored to _____.

Affiant

On _____, _____, before me, a Notary Public, in and for the county and state, personally appeared _____, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that (he) (she) executed the same.

Notary Public or Clerk of Court
If Notary, My Commission Expires_____

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____,	}	
Plaintiff,	}	FINDINGS OF FACT,
	}	CONCLUSIONS OF LAW
vs.	}	AND ORDER FOR JUDGMENT
	}	
_____,	}	Civil No. _____
Defendant.	}	
	}	

The above-entitled proceeding came on duly for hearing before the above-named Court on the ____ day of _____, 20____, and was heard by the Honorable _____ District Judge, in the District Court, _____ County, North Dakota. The plaintiff did ___/did not ___ appear personally. The defendant did ☐/did not ☐ appear personally. A Settlement Agreement signed by both parties has been submitted to the Court.

After hearing all of the evidence adduced at said hearing and being fully advised in the premises, and being advised of the written Settlement Agreement of the parties and upon all the pleadings and proceedings, herein, the Court makes the following:

FINDINGS OF FACT

1. Plaintiff's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

2. Defendant's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

3. Plaintiff and defendant were married on _____ in the City of _____, County of _____, State of _____.

4. Plaintiff lived in North Dakota for the entire six (6) months prior to commencement of this action or will have been a resident for six months prior to entry of judgment in this matter.

5. Plaintiff is a member of the armed forces: Yes ☐ No ☐.

6. Defendant is a member of the armed forces: Yes ☐ No ☐.

7. Irreconcilable differences have arisen between the parties making the continuation of the marriage impossible.

8. An Adult Abuse Protection Order or Restraining Order is in effect regarding plaintiff or defendant: Yes ☐ No ☐.

If YES, the order protects plaintiff ☐ defendant ☐. The Order was filed in _____ County on the following date _____ and the court file number is _____.

9. There are no minor or dependent children born or expected to be born of this marriage.

10. Plaintiff has the following sources of monthly income:

Source/Describe	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other	\$

11. Defendant has the following sources of monthly income:

Source/Describe	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other	\$

12. Plaintiff needs spousal support from defendant: Yes ☐ No ☐.

If YES, this is because plaintiff is _____ years of age, has been married to defendant for _____ years, has a monthly income totaling \$_____, has monthly expenses totaling \$_____, and because:

13. Defendant needs spousal support from plaintiff: Yes ☐ No ☐.

If YES, this is because defendant is _____ years of age, has been married to plaintiff for _____ years, has a monthly income totaling \$_____, has monthly expenses totaling \$_____, and because:

14. Plaintiff and defendant have the following outstanding debts (another sheet of paper listing other debts is attached: Yes ☐ No ☐).

Debt Owed To	Purpose of Debt	Debt Incurred By	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

15. Plaintiff and defendant own the following vehicles:

Type of Vehicle	Year/Make/Model	Name(s) on Title	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

16. Plaintiff and defendant jointly own marital property, including household goods, furniture, and furnishings, all of which property has been divided to the parties' satisfaction.

17. Plaintiff and defendant **jointly** own real property: Yes ☐ No ☐.

If YES, the street address of this property is _____,
 _____,
 in the City of _____, County of _____, State of _____,
 and it is legally described as: _____

This real property was purchased on _____ for \$_____.
 There is a mortgage or loan against the property in the amount of \$_____.
 The market value of this property is \$_____.

18. Plaintiff owns real property **solely** in his or her own name: Yes ☐ No ☐.

If YES, the street address of this property is _____,
_____,
in the City of _____, County of _____, State of _____,
and it is legally described as: _____
_____.

This real property was purchased on _____ for \$_____.
There is a mortgage or loan against the property in the amount of \$_____.
The market value of this property is \$_____.

19. Defendant owns real property **solely** in his or her own name: Yes ☐ No ☐.

If YES, the street address of this property is _____,
_____,
in the City of _____, County of _____, State of _____,
and it is legally described as: _____
_____.

This real property was purchased on _____ for \$_____.
There is a mortgage or loan against the property in the amount of \$_____.
The market value of this property is \$_____.

20. Plaintiff or plaintiff's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for plaintiff: Yes ☐ No ☐.

If YES, describe the plan (**see instructions**): _____
_____.
_____.

21. Defendant or defendant's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for defendant: Yes ☐ No ☐.

If YES, describe the plan (**see instructions**): _____
_____.
_____.

22. List all of your financial or other assets not otherwise mentioned in detail and identify which party will be awarded the asset.

Asset	Location	Account or Policy (last 4 digits)	Value	Plaintiff or Defendant
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

23. Plaintiff wants to change his or her name: Yes ☐ No ☐.

If YES, the new name is _____
and plaintiff has no intent to defraud or mislead anyone by changing his/her name.

24. Defendant wants to change his or her name: Yes ☐ No ☐.

If YES, the new name is _____
and defendant has no intent to defraud or mislead anyone by changing his/her name.

(THIS SPACE LEFT INTENTIONALLY BLANK)

FROM THE ABOVE AND FOREGOING, the Court now makes and enters the following:

CONCLUSIONS OF LAW

1. **Divorce and Court Approval.** The plaintiff is awarded an absolute Decree of Divorce from the defendant on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code.

2. ☐ a. Defendant shall pay to plaintiff the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

- ☐ b. Plaintiff shall pay to defendant the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

- ☐ c. Neither plaintiff nor defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

- ☐ d. The issue of spousal support shall be reserved.

3. The vehicles shall be awarded to plaintiff and defendant as follows, and the party receiving each vehicle shall pay for all loans and insurance associated with the vehicle:

Year/Make/Model	Awarded to:

4. Plaintiff's and defendant's household goods, furniture, and furnishings have already been divided to the parties' satisfaction.

5. a. Each party shall be solely responsible his or her separately incurred debts and may not ask the other party to help pay those debts.
- b. Plaintiff's and defendant's marital debts shall be paid as follows, and each party shall hold the other harmless from any responsibility for the debts each is ordered to pay:

Debt Owed to:	To be paid by:

6. Plaintiff ☐ defendant ☐ shall be awarded sole title and interest in the **homestead** located at _____ in the City of _____, County of _____, State of _____, legally described as: _____, and subject to a mortgage or loan against the property in the amount of \$_____.
- ☐ Does Not Apply.

7. Plaintiff ☐ defendant ☐ shall be awarded sole title and interest in the **real property** located at _____ in the City of _____, County of _____, State of _____, legally described as: _____, and subject to a mortgage or loan against the property in the amount of \$_____.
- ☐ Does Not Apply.

8. Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as follows:

☐ Does Not Apply.

9. Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as follows:

☐ Does Not Apply.

10. The parties shall be awarded all right, title, interest and equity in and to the following assets, financial or other asset, as follows:

Asset	Location	Account or Policy (last 4 digits)	Value	Awarded to:
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

11. Plaintiff's name shall be changed to:_____.

☐ Does Not Apply.

12. Defendant's name shall be changed to: _____.

☐ Does Not Apply.

13. **Execution of Required Documents.** Each party shall, within ten (10) days from and after the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.
14. **Waiver of Counsel.** The parties acknowledged that each has the right to be represented by a lawyer of his/her choice. The parties expressly waived that right and freely and voluntarily entered into the settlement agreement which became a basis for the order for judgment and judgment.

ORDER FOR JUDGMENT

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated on _____, 20____

BY THE COURT:

Judge/Judicial Referee of the District Court

Civil No. _____

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____,	}	
Plaintiff,	}	
	}	JUDGMENT
vs.	}	
	}	
_____,	}	Civil No. _____
Defendant.	}	
	}	

The above-entitled proceeding came before the Court on _____, 20____, and was heard by the Honorable _____ District Judge, in the District Court, _____ County, North Dakota. The plaintiff did ☐/did not ☐ appear personally. The defendant did ☐/did not ☐ appear personally. The Court having reviewed the Settlement Agreement executed by both parties, and being fully advised in the premises, and having made its Findings of Fact, Conclusions of Law and order for Judgment herein,

IT IS HEREBY ORDERED AND ADJUDGED AND DECREED AS FOLLOWS:

1. **Divorce and Court Approval.** The plaintiff is awarded an absolute Decree of Divorce from the defendant on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code.
2. ☐ a. Defendant shall pay to plaintiff the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.
- ☐ b. Plaintiff shall pay to defendant the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.
- ☐ c. Neither plaintiff nor defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.
- ☐ d. The issue of spousal support shall be reserved.

3. The vehicles shall be awarded to plaintiff and defendant as follows, and the party receiving each vehicle shall pay for all loans and insurance associated with the vehicle:

Year/Make/Model	Awarded to:

4. Plaintiff's and defendant's household goods, furniture, and furnishings have already been divided to the parties' satisfaction.
5. a. Each party shall be solely responsible his or her separately incurred debts and may not ask the other party to help pay those debts.
- b. Plaintiff's and defendant's marital debts shall be paid as follows, and each party shall hold the other harmless from any responsibility for the debts each is ordered to pay:

Debt Owed to:	To be paid by:

6. Plaintiff ☐ defendant ☐ shall be awarded sole title and interest in the **homestead** located at _____ in the City of _____, County of _____, State of _____, legally described as: _____, and subject to a mortgage or loan against the property in the amount of \$_____.

☐ Does Not Apply.

7. Plaintiff ☐ defendant ☐ shall be awarded sole title and interest in the **real property** located at _____ in the City of _____, County of _____, State of _____, legally described as: _____, and subject to a mortgage or loan against the property in the amount of \$_____.

☐ Does Not Apply.

8. Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as follows:

_____.

☐ Does Not Apply.

9. Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as follows:

_____.

☐ Does Not Apply.

10. The parties shall be awarded all right, title, interest and equity in and to the following assets, financial or other asset, as follows:

Asset	Location	Account or Policy (last 4 digits)	Value	Awarded to:
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

11. Plaintiff's name shall be changed to:_____.

☐ Does Not Apply.

12. Defendant's name shall be changed to: _____.

☐ Does Not Apply.

13. **Execution of Required Documents.** Each party shall, within ten (10) days from and after the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

14. **Waiver of Counsel.** The parties acknowledged that each has the right to be represented by a lawyer of his/her choice. The parties expressly waived that right and freely and voluntarily entered into the settlement agreement which became a basis for the order for judgment and judgment.

15. In accordance with North Dakota Century Code Section 14-05-02.1:

Plaintiff's social security number is: XXX-XX-_____.

Defendant's social security number is: XXX-XX-_____.

WITNESS the hand and seal of this Court in the City of _____,
State of North Dakota, on _____, 20____, Clerk of the District Court,
County of _____.

Clerk of the District Court

Civil No. _____

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____,	}	
Plaintiff,	}	
	}	
vs.	}	CONFIDENTIAL INFORMATION
	}	FORM
	}	
_____.	}	Civil No. _____
Defendant.	}	
	}	
	}	

FULL INFORMATION

**REDACTED
INFORMATION**

PLAINTIFF:

Name: _____
Date of Birth: _____
Social Security #: _____

Year of Birth: _____
XXX-XX-_____

DEFENDANT:

Name: _____
Date of Birth: _____
Social Security #: _____

Year of Birth: _____
XXX-XX-_____

FINANCIAL ACCOUNT NUMBERS:

Name of Account: _____
Account Number: _____

Last 4 digits: _____

Name of Account: _____
Account Number: _____

Last 4 digits: _____

Name of Account: _____
Account Number: _____

Last 4 digits: _____

Dated this _____ day of _____, 20____

_____, Plaintiff
(Signature of Plaintiff)

_____, Defendant
(Signature of Defendant)

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____, }
Plaintiff, }
vs. }
_____. }
Defendant. }

NOTICE OF ENTRY OF JUDGMENT

Civil No. _____

TO: DEFENDANT, _____,

PLEASE TAKE NOTICE that on _____, 20____, a
Judgment was entered in the office of the Clerk of District Court, _____
County, City of _____, North Dakota, Docket Number _____.
A copy of the judgment is attached.

Dated this ____ day of _____, 20_____.

Signature of Plaintiff

Typed or Printed Name of Plaintiff

Address

_____, _____
City State Zip Code

(_____) _____
Telephone Number

DIVORCE WITH AGREEMENT: WITHOUT CHILDREN
INSTRUCTIONS FOR NOTICE OF ENTRY OF JUDGMENT FORM

(The *Notice of Entry of Judgment* Form (Form 10) is part of the *Divorce with Agreement: Without Children* packet of forms. Review the instructions for the packet of forms before completing the Notice of Entry of Judgment.)

ND Legal Self Help Center Staff and Court employees cannot help you fill out forms. If you are unsure how to proceed, you should consult a lawyer.

There is no guarantee that all judges and courts will accept forms available through the ND Legal Self Help Center. Use at your own risk.

Do not include these instruction sheets when you serve or file the completed form.

THE PLAINTIFF COMPLETES AND SIGNS THIS FORM.

Within 14 days after the divorce judgment is entered, the plaintiff must serve a completed copy of the *Notice of Entry of Judgment* form (Form 10) on the defendant. A copy of the signed and dated divorce judgment must be served with the Notice of Entry of Judgment.

Top of Form (Caption): Fill in the caption exactly as you filled in the caption on the *Summons* form (Form 1).

To: Fill in the full, legal name of the defendant.

Paragraph: Fill in the date the Clerk of Court signed the divorce judgment. Fill in the County and City of the North Dakota District Court where the divorce judgment was signed. Fill in the Docket Number of the divorce judgment.

To find the Docket Number of the divorce judgment:

- Go to the online District Court Case/Calendar Search at www.ndcourts.gov.
- Click on the “District Court Case/Calendar Search” link located in the right-hand column.
- Read the information, then click on the “Click here to Proceed” link.
- Select the county where your divorce action was decided, or select State of North Dakota from the drop down menu.
- Click on the “Civil, Family & Probate Case Records” link.
- Select “Case” in the “Search By:” field.
- Enter your case number in the “Case Number” field.
- Click on the “Search” box.
- Click on the link for your case number.
- Scroll through the list of documents until you find the divorce judgment. (The date on the judgment should match the date of the judgment in the list of documents.)

- The Docket Number will be shown as “Doc ID# ___”

Date and Signature: Complete the date and signature block.

- Fill in the date you sign this document.
- Sign the signature line.
- Fill in the address lines. If you have a physical address and a mailing address, type or write both addresses using the lines provided, and the space next to the address lines.
- Fill in the telephone number line.

Make two copies of the completed and signed *Notice of Entry of Judgment* form (Form 10). Keep one copy for your records. You will serve the other copy on the defendant. The original is filed with the Clerk of Court.

Make two copies of the divorce judgment with the signature and date of the Clerk of Court. Keep one copy for your records. You will serve the other copy on the defendant.

Serve the following on the defendant:

- A copy of the completed and signed *Notice of Entry of Judgment* form (Form 10); and
- A copy of the divorce judgment signed and dated by the Clerk of Court.

File the following with the Clerk of Court:

- The original, completed and signed *Notice of Entry of Judgment* form (Form 10); and
- A completed, signed and notarized affidavit of service that shows the defendant was served a copy of the completed *Notice of Entry of Judgment* form (Form 10) and a copy of the signed and dated divorce judgment.

See service by mail instructions and an affidavit of service by mail form below.

Do not include these instruction sheets when you serve or file the completed form.

_____	,	}	
Plaintiff,		}	
		}	
vs.		}	AFFIDAVIT OF SERVICE BY MAIL
		}	
		}	Civil No. _____
_____	.	}	
Defendant.		}	

I, _____,
swear that I am at least 18 years of age, and on _____, 20____, I
served the Notice of Entry of Judgment and a copy of the Judgment, in the above entitled case,
on the following party by placing a true and correct copy of each in an envelope to the last
known address of:

Dated: _____, 20____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

If notary, my commission expires: _____

DIVORCE WITH AGREEMENT: WITHOUT CHILDREN
INSTRUCTIONS FOR AFFIDAVIT OF SERVICE BY MAIL FORM

(The *Affidavit of Service by Mail form* is part of the *Divorce with Agreement: Without Children* packet of forms. Review the instructions for the packet of forms before completing the Affidavit of Service by Mail.)

ND Legal Self Help Center Staff and Court employees cannot help you fill out forms. If you are unsure how to proceed, you should consult a lawyer.

There is no guarantee that all judges and courts will accept forms available through the ND Legal Self Help Center. Use at your own risk.

Do not include this instruction sheet when you serve or file the completed form.

THE PERSON WHO SERVES A COPY OF THE NOTICE OF ENTRY OF JUDGMENT AND A COPY OF THE SIGNED AND DATED DIVORCE JUDGMENT ON THE DEFENDANT COMPLETES THIS FORM.

Within 14 days after divorce judgment is entered, the plaintiff must have a completed copy of the *Notice of Entry of Judgment* form and a copy of the signed and dated divorce judgment served on the defendant.

The plaintiff must file proof of service with the Clerk of Court. A completed, signed and notarized affidavit of service is your proof of service.

Top of Form (Caption): Fill in the caption exactly as you filled in the caption on the *Summons* form (Form 1).

County: Fill in the name of the County.

Person Serving Documents: Fill in the full, legal name of the person serving the documents.

Address Block: Fill in the full, legal name of the defendant. Fill in the defendant's mailing address. This is the address where the copies of the documents were mailed.

Post Office City/State: Fill in the city and state of the U.S. Post Office from which the copies of the documents were mailed.

Date, Signature and Notary Public Block: The person serving the documents DOES NOT complete the Date, Signature or Notary Public lines until they are in front of a North Dakota Clerk of District Court or a notary public. The clerk or notary public will witness the signature and fill out and sign the Notary Public lines.

You can find more information about service at www.ndcourts.gov/ndlshc by clicking on the "Service" link.